

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** __, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~Yeoman Lane & State Road 52, West Lafayette, Tippecanoe County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be ____ Dollars (\$_____). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit _____ Dollars (\$_____) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner
Indiana Department of Administration
402 W. Washington St., W479
Indianapolis, IN 46204

With Copy to: Attorney General
Office of the Indiana Attorney General
302 W. Washington St.
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

By _____
For:

EXHIBIT "A"

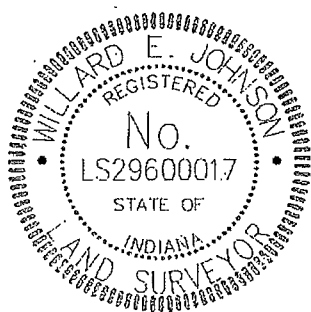
Project: 0819029
Code: 4732
Parcels: 14E, 14F, & 14H Excess Land

Lots 83, 84 and 86 in Wakerobin Estates II Subdivision, Phase 3, the plat of which is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana.


EXCEPTING therefrom the real estate described in a Warranty Deed with Partial Limitation of Access conveyed to the State of Indiana, by Instrument No. 201010001178, in the Office of the Recorder of Tippecanoe County, Indiana.

Containing, exclusive of said exception, 0.405 acres, more or less.

The real estate described above was previously acquired by the State of Indiana under Instrument No. 201010001179 as recorded in the Office of the Recorder, Tippecanoe County, Indiana. The description has been modified as shown hereon to maintain the integrity of the record documents describing said real estate at the time of the acquisition by the State of Indiana.



This description was prepared for the Indiana Department of Transportation by Willard E. Johnson, Indiana Registered Land Surveyor, License No. LS29600017 on the 8th day of February, 2013.


Willard E. Johnson, L.S.

This description was written from information obtained from the Recorder's office and was not checked by a field survey. It is not intended or represented to be part of an Original or Retracement Boundary Survey, a Route Survey, or a Surveyor Location Report.

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT
 Prepared For Indiana Department Of Transportation
 By American Consulting, Inc.

SHEET 2 OF 2

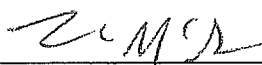
POINT REFERENCE CHART (Feet)

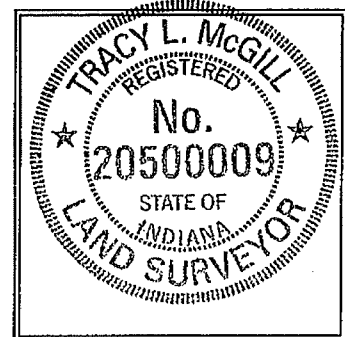
Point	North	East	Station	Offset	℄
521	See Location Control Route Survey Plat				
526					
1089	253850.5197	37802.3408	195+16.92	L.A. R/W(110') Lt.	A
1090	255479.1529	37339.1292	+PT(212+90.42)	L.A. R/W(110') Lt.	A
1116	254617.8260	37635.6267	+PL(203+36.94)	175' Lt.	A
1117	254818.9197	37543.7587	+PL(205+69.70)	205' Lt.	A
1118	255316.4805	37323.7701	+PL(211+50.75)	205' Lt.	A

Stations And Offsets Are To Control Over Both North
 And East Coordinates And Bearings And Distances.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 05011084 in the Office of the Recorder of Tippecanoe County, Indiana, incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

 06/17/2009
 Tracy L. McGill Date
 Reg. Land Surveyor No. LS20500009
 State of Indiana



OWNER: CITATION HOMES, INC.
PARCEL: 14
CODE: 4732
PROJECT: 0819029
ROAD: USR 231
COUNTY: TIPPECANOE
SECTION: 11
TOWNSHIP: 23 NORTH
RANGE: 5 WEST

DRAWN BY: TBB
CHECKED BY: JLS
DES. NO.: 0300431
REVISED BY: JEM (03/26/2008)
 DJE (06/15/2009)

REVISED 01/15/2009 PER DESIGN CHANGES
 REVISED 06/15/2009 PER T&E UPDATE

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.

EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in _____ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this _____ day of _____ 2011.

**David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor**

State of Indiana)

County of Marion)

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

[illegible]

My commission expires: _____ I reside in _____ County


Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____

EXHIBIT C

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CATEGORICAL EXCLUSION LEVEL 1 FORM**Date:** November 22, 2013☒ **Initial Version**☐ **Additional Information to CE Level 1 Dated:** _____**Purpose of this document:**☐ CE Level 1 documentation for exempted projects☒ State-funded categorical exemption documentation**Approval CE Level 1 or State-Funded CE:**
Environmental Scoping Manager or
Environmental Policy Manager11/27/13
Date

PROJECT INFORMATION						
County, Route	Tippecanoe County, US 231 and Yeoman Lane		Des Number	LA Code 4732		
Purpose and Need:	INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.					
Project Description:	This State CE is being prepared because the parcels was purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require NEPA documentation. This action has been approved by the INDOT Office of Environmental Services as a State CE-1, as permitted by 23 CFR 771.117(d).					
Other Alternatives Considered:	N/A					
Project Termini:	N/A					
Funding Source(s):	<input type="checkbox"/> Federal	<input type="checkbox"/> State	<input type="checkbox"/> Local	<input type="checkbox"/> Other	Estimated Cost	N/A
Project Sponsor:	INDOT/IDOA				Project Length	N/A

Name and organization of CE Level 1 Preparer:

Toni Lynn Giffin, INDOT Environmental Services

**INDOT BS/District Env.
Reviewer Signature:****Date:** 11/25/13

SCOPE OF THE PROPOSED ACTION			
Public Involvement*	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	No public hearing is required for a project of this type under INDOT's FHWA-approved public involvement guidelines. This does not preclude one or more public hearings or public information meetings in the future.		
Right-of-way (permanent and temporary, in acres)	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	This action does not involve the acquisition of any new permanent or temporary right-of-way.		
Disruption to public facilities/services (such as schools, emergency service)	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	This action will not produce a disruption to public facilities/services.		
Involvement with existing bridge(s) (Include structure number(s))	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	This action has no involvement with an existing bridge(s).		

* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES			
Surface Waters (streams, rivers, lakes, etc.)	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	There are no streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the parcels area.		
Wetlands (acres)	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	One wetland was identified near the project area on the National Wetlands Inventory map (see Attachment D). The presence of this wetland will not impact that sale of this parcels		
Disturbance of Terrestrial Habitat (acres)	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	Land use in and near the project is residential. Selling this parcels will not have any direct effect on this land as a residential community. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to this terrestrial habitat. (see Attachment A)		
Karst Features	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	The project is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU. No karst features were observed or are known to exist within or adjacent to the proposed parcels area.		
Threatened and Endangered Species	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or natural communities.		
Drinking Water Resources	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	The project is not located within the St. Joseph Aquifer System, the only sole source aquifer in Indiana.		

INVOLVEMENT WITH RESOURCES

	<p>The Indiana Department of Environmental Management's Wellhead Proximity Determinator website (http://idemmaps.idem.in.gov/whpa/) was accessed on October 25, 2013 by INDOT ES. The required project location data was provided and it was determined that this project is not located within a Wellhead Protection Area. (see Attachment D)</p> <p>The IDNR Water Well Record Database (http://www.in.gov/dnr/water/3595.htm) was accessed on October 25, 2013 by INDOT ES. The required project location data was provided and it was determined that this project area does not contain any Water Wells. (see Attachment D)</p>
Flood Plains (note transverse or longitudinal impact)	No: X Yes: Possible:
Comments:	The parcels sale does not encroach upon the HUD Special Flood Hazard Area. (see Attachment D)
Farmland (acres)	No: X Yes: Possible:
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The requirements of the FPPA do not apply to this project.
Cultural Resources	No: X Yes: Possible:
Comments:	<p>Coordination was conducted with the INDOT Cultural Resources Office (CRO) to determine if historical or archaeological resources are present within the excess parcels. (see Attachment B)</p> <p><u>INDOT CRO</u></p> <p>With regard to above-ground resources, no buildings are located on LA #4732, #14 e, f, h. Nonetheless, the State and National Register of Historic Places (National Register) lists for Tippecanoe County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No listed resources were located in or near the subject parcel(s).</p> <p>The Tippecanoe County Interim Report (1989) of the Indiana Historic Sites and Structures Inventory (IHSSI) was consulted (Wabash Township). No surveyed resources are recorded on or adjacent to the subject parcels. The parcels is immediately surrounded by residential subdivisions to the south/southwest, and abuts US 231 road construction to the east, northeast and southeast. This parcels appears to have been included in the APE for Des. #0300341 (final 800.11 document_NHPA_0300431.pdf; APE map attached); Des. #0300431 resulted in a determination of "No Historic Properties Affected." In consideration of the above facts, INDOT does not think that the sale of LA #4732 e, f, h is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register of Historic Places (NRHP). Therefore, no further investigations or review are warranted, and the provisions of IC 14-21-1-18 with respect to above-ground resources have been satisfied.</p> <p><u>Archaeology:</u></p> <p>Transects were walked in the previously unsurveyed areas, and potential shovel probe locations were visually inspected. Areas with standing water or water table near the surface were not shovel probed. Shovel probes were excavated in areas dry enough that the probe hole did not fill with water. The previously surveyed portion of the parcels was visually inspected and found to have been extensively disturbed, and apparently built up with fill in preparation for residential housing construction. The parcels have no potential for the presence of significant archaeological deposits, and no archaeological materials were discovered during the investigation. The parcels do not contain significant historic properties, and no additional investigation is recommended.</p> <p><u>IDNR SHPO:</u></p>

INVOLVEMENT WITH RESOURCES			
	<p>Based on the information provided in your letter and in the archaeological short report, it does not appear likely that any structures that are listed in or eligible for inclusion in the NRHP or the IHSSI exist within Excess Parcels 14 e, f, h.</p> <p>Additionally, based on the submitted information and the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion either in the NRHP or in the IHSSI within Excess Parcels 14 e, f, h.</p>		
Section 4(f) and Section 6(f) Resources		No: X	Yes:
Comments:	This parcels sale is not associated with new temporary or permanent right-of-way or ground disturbing activity. Therefore, this action will have no impacts to properties protected under Section 4(f) and 6(f) regulations.		
Air Quality Impacts		No: X	Yes:
Comments:	This project is located in Tippecanoe County, which is currently in attainment for all criteria pollutants. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.		
Community/Economic Impacts		No: X	Yes:
Comments:	This project will not require relocations of residences or businesses and will not require additional right of way, and will not change access to properties or access within the community. It will therefore not have a negative impact on low-income populations or minority populations that are of concern for environmental justice consideration.		
Hazardous Materials		No: X	Yes:
Comments:	A red flag investigation was completed on October 24, 2013 by INDOT ES. There are two (2) pipelines (Indiana Gas Co.) located within the ½ mile buffer. Buyer should be informed that one of the gas pipelines runs through or adjacent to parcel 14e. (see Attachment C)		
Permits		No: X	Yes:
Comments:	The process of selling these parcels does not lead directly to any action that will disturb aquatic or terrestrial resources, and no environmental permits are needed to advance the sale of this property.		

ENVIRONMENTAL COMMITMENTS:

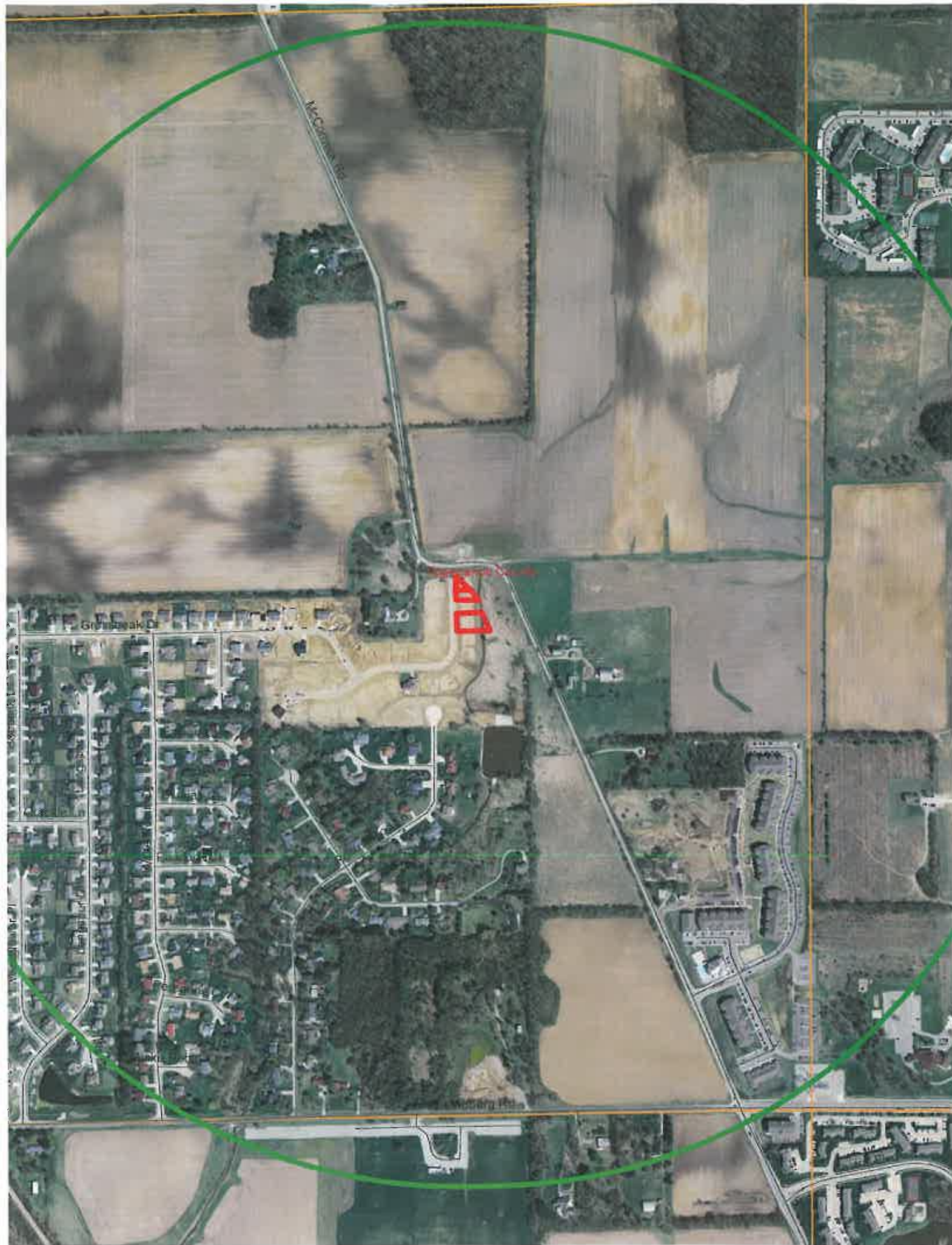
- This environmental document has been prepared for the sole purpose of disposal of the excess parcels.
- Buyer should be informed that one of the gas pipelines runs through or adjacent to parcel 14 e.

THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:		
Formal noise analysis required?	No: X	Yes:
Environmental Justice analysis required?	No: X	Yes:
Right-of-Way acquisition greater than 0.5 acre?	No: X	Yes:
Relocation of residences/businesses/etc.?	No: X	Yes:
Added through-traffic lanes?	No: X	Yes:
Facility on new location or realignment?	No: X	Yes:
Permanent alteration of local traffic pattern?	No: X	Yes:
Section 4(f) and Section 6(f) resource impacts?	No: X	Yes:
Sole Source Aquifer Groundwater Assessment required?	No: X	Yes:
Is the project "Likely to Adversely Affect" Threatened and Endangered Species?	No: X	Yes:
Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?	No: X	Yes:
Wetland impacts greater than 0.1 acre?	No: X	Yes:
Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?	No: X	Yes:

* Please note, this table is not applicable for state funded CE's.

Attachment A

Maps



Attachment B

Cultural Resources (Section 106)



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 232-5348
FAX: (317) 233-4929

Michael R. Pence, Governor
Brandye Hendrickson, Interim
Commissioner

July 1, 2013

Mr. Chad Slider
Division of Historic Preservation and Archaeology
Indiana Department of Natural Resources
402 West Washington Street, Room W274
Indianapolis, IN 46204

Re: *Disposal of US 231 Parcel 14 (LA Code 4732) Excess Land in West Lafayette, Tippecanoe County*

Dear Mr. Slider,

Please find enclosed the above-referenced archaeological short report, which was completed and reviewed by INDOT Cultural Resources personnel who meet the Secretary of the Interior's Professional Qualification Standards as per 36 CFR Part 61. Please note that the proposed sale of this excess land is not a Federal undertaking, and so Section 106 of the National Historic Preservation Act does not apply. Therefore, this review is being requested under state statute. Please also note that the disposal of a portion of Parcel 15 has been eliminated, and currently only the portions of Parcel 14 described in the archaeological report are proposed for disposal; however, the archaeological reconnaissance covered Parcel 15 in case it is considered for disposal in the future.

With regard to above-ground resources, no buildings are located on LA #4732, #14 e, f, h. Nonetheless, the State and National Register of Historic Places (National Register) lists for Tippecanoe County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No listed resources were located in or near the subject parcel(s).

The Tippecanoe County Interim Report (1989) of the Indiana Historic Sites and Structures Inventory (IHSSI) was consulted (Wabash Township). No surveyed resources are recorded on or adjacent the subject parcel. The parcel is immediately surrounded by residential subdivisions to the south/southwest, and abuts US 231 road construction to the east, northeast and southeast. This parcel appears to have been included in the APE for Des. #0300341 (final 800.11 document_NHPA_0300431.pdf; APE map attached); Des. #0300431 resulted in a determination of "No Historic Properties Affected." In consideration of the above facts, INDOT does not think that the sale of LA #4732 e, f, h is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register. Therefore, no further investigations or review are warranted, and the provisions of IC 14-21-1-18 with respect to above-ground resources have been satisfied.

Please review the enclosed archaeological short report and advise us of your recommendations concerning its acceptability. If there are any questions or concerns regarding this matter, please contact Dr. Matt Coon of this section by phone at 317-233-2083 or by email at mcoon@indot.in.gov for archaeological concerns, or Susan Branigin by phone at 317-234-0142 or by email at sbranigin@indot.in.gov for above-ground concerns. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Patrick Carpenter". The signature is written in a cursive, flowing style.

Patrick Carpenter, Cultural Resources Manager
Cultural Resources Office
INDOT Environmental Services

PAC/MSC/SB

Enclosure

emc: Michael Eubank, INDOT Crawfordsville District
cc: INDOT Environmental Services, Cultural Resources Office project file



INDIANA ARCHAEOLOGICAL SHORT REPORT

State Form 54566 (1-11)

INDIANA DEPARTMENT OF NATURAL RESOURCES DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY

402 West Washington Street, Room W274
Indianapolis, Indiana 46204-2739
Telephone Number: (317) 232-1646
Fax Number: (317) 232-0693
E-mail: dhp@dnr.IN.gov

Where applicable, the use of this form is recommended but not required by the Division of Historic Preservation and Archaeology.

Author: Matt Coon

Date (month, day, year): July 1, 2013

Project Title: Disposal of US 231 Parcels 14 and 15 (LA Code 4732) Excess Land in West Lafayette, Tippecanoe County, Indiana.

PROJECT OVERVIEW

Project Description:

This project entails the proposed disposal of excess portions of US 231 Parcels 14 and 15 in Tippecanoe County, Indiana. The proposed sale of this excess land is not a Federal undertaking, and therefore Section 106 of the National Historic Preservation Act does not apply. However, archaeological investigation is required under IC 14-21-1-14, which outlines duties upon proposed transfers of property by the State. Under this statute, properties must be inspected for the presence of significant historic sites or structures before they are transferred out of State ownership.

INDOT Designation Number/ Contract Number:

Project Number:

DHPA Number:

Approved DHPA Plan Number:

Prepared For: INDOT, Crawfordsville District

Contact Person: Michael Eubank

Address: 41 W 300 N

City: Crawfordsville

State: IN

ZIP Code: 47933

Telephone Number: 765-361-5525

Email Address: meubank@indot.in.gov

Principal Investigator: Matt Coon

Signature:

Company/Institution: INDOT-CRO

Address: 100 N Senate Ave, Room N642

City: Indianapolis

State: IN

ZIP Code: 46204

Telephone Number: 317-233-2083

Email Address: mcoon@indot.in.gov



Indiana Department of Natural Resources

Michael R. Pence, Governor
Cameron F. Clark, Director

Division of Historic Preservation & Archaeology 402 W. Washington Street, W274 Indianapolis, IN 46204-2739
Phone 317-232-1646 Fax 317-232-0693 dhpa@dnr.IN.gov



August 1, 2013

Patrick A. Carpenter
Manager, Cultural Resources Office
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204

State Agency: Indiana Department of Transportation ("INDOT")

Re: Indiana archaeological short report of an a records check and Phase Ia reconnaissance (Coon, 7/1/2013) for the disposal of Excess Parcel 14 e, f, h, along US 231 in West Lafayette (LA CODE 4732; DHPA No. 15103)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-14, the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology has reviewed your cover letter dated July 1, 2013, with enclosed report, which were received on July 3, for the aforementioned excess land disposal in Tippecanoe County, Indiana.

Based on the information provided in your letter and in the archaeological short report, it does not appear likely that any structures that are listed in or eligible for inclusion in the National Register of Historic Places or the Indiana Register of Historic Sites and Structures exist within Excess Parcel 14 e, f, h.

Additionally, based on the submitted information and the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion either in the NRHP or in the IHSSI within Excess Parcel 14 e, f, h; or within Parcel 15.

If any archaeological artifacts or human remains are uncovered during any future construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and -29) requires that the discovery be reported to the Department of Natural Resources within two (2) business days.

If you have questions about archaeological issues, please contact Wade T. Tharp at (317) 232-1650 or wtharp1@dnr.IN.gov. Questions about historic buildings or structures pertaining to disposal should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. If there should be any future correspondence regarding the sale of Excess Parcel 14 e, f, h, along US 231 in Tippecanoe County, please refer to DHPA No. 15103.

Very truly yours,

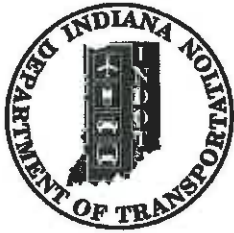
Chris Smith
Deputy Director
Indiana Department of Natural Resources

CS:JLC:WTT:wt

ernc: Patrick A. Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Matt Coon, Ph.D., Indiana Department of Transportation
Susan Branigin, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Steve Harless, Indiana Department of Administration

Attachment C

Red Flag Investigation



INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX:
(317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

Date: October 24, 2013

To: Marlene Mathas
Hazardous Materials Unit
Environmental Services
Indiana Department of Transportation
100 N Senate Avenue, Room N642
Indianapolis, IN 46204

From: Toni Lynn Giffin
Environmental Services - NEPA
Indiana Department of Transportation
100 North Senate Avenue Room N642
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION
LA Code 4732 – Excess Parcels
US 231, Parcels 14E, 14F and 14H
Tippecanoe County, Indiana

NARRATIVE

The subject parcels were acquired by INDOT (Indiana Department of Transportation) for right-of-way purposes. These parcels are located on the east side of Yeoman Lane. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within the foreseeable future. A legal description of parcels 14E, 14F and 14H are as follows:

Parcel 14 E

A part of Lot 83 in Wakerobin Estates II Subdivision, Phase 3, a subdivision in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 11, Township 23 North, Range 5 West, the plat of which subdivision is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana, containing 2,525 square feet, more or less.

Parcel 14 F

A part of Lot 84 in Wakerobin Estates II Subdivision, Phase 3, a subdivision in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 11, Township 23 North, Range 5 West, the plat of which subdivision is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana, containing 5,037 square feet, more or less.

Parcel 14 H

A part of Lot 86 in Wakerobin Estates II Subdivision, Phase 3, a subdivision in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 11, Township 23 North, Range 5 West, the plat of which subdivision is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana, containing 10,092 square feet, more or less.

SUMMARY

Infrastructure Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	1
Airports	N/A	Pipelines	2
Cemeteries	N/A	Railroads	N/A
Hospitals	N/A	Trails	5
Schools	N/A	Managed Lands	1

Explanation:

Recreational Facilities: There is one (1) Recreational Facility located within the ½ mile buffer. The presence of this Recreational Facility will not impact the sale of the parcels.

Pipelines: are two (2) Pipelines (Indiana Gas Co.) located within the ½ mile buffer. Buyer should be informed that one of the gas pipelines runs through or adjacent to parcel 14E.

Trails: There are five (5) Trails located within the ½ mile buffer. One of the trails is adjacent, north, to parcel 14E. The presence of these Trails will not impact the sale of the parcels.

Managed Lands: There is one (1) Managed Land (Celery Bog Conservation easement) located within the ½ mile buffer. The presence of this Managed Land will not impact the sale of the parcels.

Water Resources Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI - Points	N/A	NWI – Wetlands	12
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	2
NWI - Lines	N/A	Floodplain – DFIRM	N/A
IDEM 303d Listed Rivers and Streams (Impaired)	N/A	Cave Entrance Density	N/A
Rivers and Streams	1	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

NWI – Wetlands: There are twelve (12) NWI – Wetlands located within the ½ mile buffer. The presence of these Wetlands will not impact the sale of the parcels.

Lakes: There are two (2) Lakes located within the ½ mile buffer. The presence of these Lakes will not impact the sale of the parcels.

Rivers and Streams: There is one (1) Rivers and Streams (Jordan Creek) located within the ½ mile buffer. The presence of these Rivers and Streams will not impact the sale of the parcels.

Mining/Mineral Exploration			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	N/A	Petroleum Fields	N/A
Mines – Surface	N/A	Mines – Underground	N/A

Explanation:

There are no Mining/Mineral Exploration located within the ½ mile buffer.

Hazmat Concerns			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	N/A
Industrial Waste Sites (RCRA Generators)	N/A	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	N/A	Underground Storage Tanks	N/A
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	N/A	Institutional Control Sites	N/A
Open Dump Sites	N/A		

Explanation:

There are no Hazmat Concerns located within the ½ mile buffer.

Ecological Information

The Tippecanoe County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted.

Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or high quality natural communities

Cultural Resources

A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

RECOMMENDATIONS

Include recommendations from each section. If there are no recommendations, please indicate N/A:

INFRASTRUCTURE:

* Buyer should be informed that one of the gas pipelines runs through or adjacent to parcel 14E.

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

INDOT Environmental Services concurrence: _____(Signature)

Prepared by:

Toni Lynn Giffin

Environmental Manager II

INDOT Environmental Services

Graphics:

A map for each report section with a ½ mile radius buffer around all project area(s) showing all items identified as possible items of concern is attached.

GENERAL SITE MAP SHOWING PROJECT AREA: YES

INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: N/A





Oppositional Council

Greenbreak Dr

Perry Rd

U.S. Midberg Rd



Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
Mollusk: Bivalvia (Mussels)					
<i>Cyprogenia stegaria</i>	Eastern Fanshell Pearlymussel	LE	SE	G1Q	S1
<i>Epioblasma torulosa rangiana</i>	Northern Riffleshell	LE	SE	G2T2	SX
<i>Epioblasma torulosa torulosa</i>	Tubercled Blossom	LE	SE	G2TX	SX
<i>Epioblasma triquetra</i>	Snuffbox	LE	SE	G3	S1
<i>Fusconaia subrotunda</i>	Longsolid		SE	G3	SX
<i>Lampsilis fasciola</i>	Wavyrayed Lampmussel		SSC	G5	S3
<i>Lampsilis ovata</i>	Pocketbook			G5	S2
<i>Leptodea leptodon</i>	Scalleshell	LE	SX	G1G2	SX
<i>Ligumia recta</i>	Black Sandshell			G5	S2
<i>Obovaria retusa</i>	Ring Pink	LE	SX	G1	SX
<i>Obovaria subrotunda</i>	Round Hickorynut		SSC	G4	S1
<i>Plethobasus cicatricosus</i>	White Wartback	LE	SE	G1	SX
<i>Plethobasus cyphus</i>	Sheepnose	LE	SE	G3	S1
<i>Pleurobema clava</i>	Clubshell	LE	SE	G2	S1
<i>Pleurobema cordatum</i>	Ohio Pigtoe		SSC	G4	S2
<i>Pleurobema plenum</i>	Rough Pigtoe	LE	SE	G1	S1
<i>Pleurobema rubrum</i>	Pyramid Pigtoe		SE	G2G3	SX
<i>Potamilus capax</i>	Fat Pocketbook	LE	SE	G1G2	S1
<i>Ptychobranhus fasciolaris</i>	Kidneyshell		SSC	G4G5	S2
<i>Quadrula cylindrica cylindrica</i>	Rabbitsfoot	C	SE	G3G4T3	S1
<i>Simpsonaias ambigua</i>	Salamander Mussel		SSC	G3	S2
<i>Toxolasma lividus</i>	Purple Lilliput		SSC	G3	S2
<i>Villosa fabalis</i>	Rayed Bean	LE	SSC	G2	S1
Insect: Coleoptera (Beetles)					
<i>Lissobliops serpentinus</i>	A Rove Beetle		SE	GNR	S1
Insect: Ephemeroptera (Mayflies)					
<i>Paracloeodes minutus</i>	A Small Minnow Mayfly		SR	G5	S2
Insect: Lepidoptera (Butterflies & Moths)					
<i>Speyeria idala</i>	Regal Friillary		SE	G3	S1
Insect: Mecoptera					
<i>Merops tuber</i>	Earwig Scorpionfly		SE	G3G5	S1
Insect: Odonata (Dragonflies & Damselflies)					
<i>Erpetogomphus designatus</i>	Eastern Ringtail		ST	G5	S2
<i>Somatochlora tenebrosa</i>	Clamp-tipped Emerald		SR	G5	S2S3
Fish					
<i>Etheostoma tippecanoe</i>	Tippecanoe Darter		SSC	G3G4	S3
Amphibian					
<i>Hemidactylium scutatum</i>	Four-toed Salamander		SSC	G5	S2

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern;
SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status. S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
Reptile					
<i>Clemmys guttata</i>	Spotted Turtle	SE		G2	S2
<i>Emydoidea blandingii</i>	Blanding's Turtle	SE		G4	S2
<i>Liophorophis vernalis</i>	Smooth Green Snake	SE		G3	S2
<i>Terrapene carolina carolina</i>	Eastern Box Turtle	SSC		G5T5	S3
<i>Terrapene ornata ornata</i>	Ornate Box Turtle	SE		G5T5	S1
Bird					
<i>Ammodramus aestivalis</i>	Bachman's Sparrow			G3	SXB
<i>Ammodramus henslowii</i>	Henslow's Sparrow	SE		G4	S3B
<i>Ardea herodias</i>	Great Blue Heron			G5	S4B
<i>Asio flammeus</i>	Short-eared Owl	SE		G5	S2
<i>Asio otus</i>	Long-eared Owl			G5	S2
<i>Aythya collaris</i>	Ring-necked Duck			G5	SHB
<i>Bartramia longicauda</i>	Upland Sandpiper	SE		G5	S3B
<i>Botaurus lentiginosus</i>	American Bittern	SE		G4	S2B
<i>Buteo platypterus</i>	Broad-winged Hawk	No Status	SSC	G5	S3B
<i>Carduelis pinus</i>	Pine Siskin			G5	S3N
<i>Ostothorus platensis</i>	Sedge Wren	SE		G5	S3B
<i>Dendroica cerulea</i>	Cerulean Warbler	SE		G4	S3B
<i>Falco peregrinus</i>	Peregrine Falcon	No Status	SE	G4	S2B
<i>Grus canadensis</i>	Sandhill Crane	No Status	SSC	G5	S2B,S1N
<i>Haliaeetus leucocephalus</i>	Bald Eagle	LT,PDL	SSC	G5	S2
<i>Ixobrychus exilis</i>	Least Bittern	SE		G5	S3B
<i>Lanius ludovicianus</i>	Loggerhead Shrike	No Status	SE	G4	S3B
<i>Nycticorax nycticorax</i>	Black-crowned Night-heron	SE		G5	S1B
<i>Rallus elegans</i>	King Rail	SE		G4	S1B
<i>Sturnella neglecta</i>	Western Meadowlark		SSC	G5	S2B
<i>Tyto alba</i>	Barn Owl	SE		G5	S2
Mammal					
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat		SSC	G3G4	SH
<i>Geomys bursarius</i>	Plains Pocket Gopher		SSC	G5	S2
<i>Lasiurus borealis</i>	Eastern Red Bat		SSC	G5	S4
<i>Mustela nivalis</i>	Least Weasel		SSC	G5	S2?
<i>Myotis septentrionalis</i>	Northern Myotis		SSC	G4	S3
<i>Myotis sodalis</i>	Indiana Bat or Social Myotis	I.E.	SE	G2	S1
<i>Nycticeius humeralis</i>	Evening Bat		SL	G5	S1
<i>Reithrodontomys megalotis</i>	Western Harvest Mouse			G5	S2
<i>Spermophilus franklinii</i>	Franklin's Ground Squirrel		SE	G5	S2
<i>Taxidea taxus</i>	American Badger		SSC	G5	S2

Vascular Plant

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
<i>Androsace occidentalis</i>	Western Rockjasmine		ST	G5	S2
<i>Arenaria patula</i>	Pitcher's Stitchwort		SE	G4	S1
<i>Aster oblongifolius</i>	Aromatic Aster		SR	G5	S2
<i>Astragalus tennesseensis</i>	Tennessee Milk-vench		SRE	G3	SX
<i>Bacopa rotundifolia</i>	Roundleaf Water-hyssop		ST	G5	S1
<i>Besseyia bullii</i>	Kitten Tails		SE	G3	S1
<i>Botrychium matricarifolium</i>	Chamomile Grape-fern		SR	G5	S2
<i>Botrychium simplex</i>	Least Grape-fern		SE	G5	S1
<i>Camassia angusta</i>	Wild Hyacinth		SE	G5?Q	S1
<i>Carex flava</i>	Yellow Sedge		ST	G5	S2
<i>Carex gravida</i>	Heavy Sedge		SE	G5	S1
<i>Chelone obliqua</i> var. <i>speciosa</i>	Rose Turtlehead		WL	G4T3	S3
<i>Chrysopsis villosa</i>	Hairy Golden-aster		S1	G5	S2
<i>Circaea alpina</i>	Small Enchanter's Nightshade		SX	G5	SX
<i>Cirsium hillii</i>	Hill's Thistle		SE	G3	S1
<i>Coeloglossum viride</i> var. <i>virescens</i>	Long-bract Green Orchis		ST	G5T5	S2
<i>Crataegus pedicellata</i>	Scarlet Hawthorn		ST	G5	S2
<i>Cypripedium candidum</i>	Small White Lady's-slipper		WL	G4	S2
<i>Eriophorum angustifolium</i>	Narrow-leaved Cotton-grass		SR	G5	S2
<i>Erysimum capitatum</i>	Prairie-rocket Wallflower		ST	G5	S2
<i>Euphorbia obtusata</i>	Bluntleaf Spurge		SE	G5	S1
<i>Gentiana alba</i>	Yellow Gentian		SR	G4	S2
<i>Houstonia nigricans</i>	Narrowleaf Summer Blueie		SR	G5	S2
<i>Linum sulcatum</i>	Grooved Yellow Flax		SR	G5	S2
<i>Lithospermum incisum</i>	Narrow-leaved Puccoon		SE	G5	S1
<i>Melampyrum lineare</i>	American Cow-wheat		SR	G5	S2
<i>Muhlenbergia cuspidata</i>	Plains Muhlenbergia		SE	G4	S1
<i>Napaea dioica</i>	Glade Mallow		SR	G4	S2
<i>Onosmodium hispidissimum</i>	Shaggy False-gromwell		SE	G4	S1
<i>Orobancha riparia</i>	Bottomland Broomrape		SE	G5	S2
<i>Oryzopsis racemosa</i>	Black-fruit Mountain-ricegrass		SR	G5	S2
<i>Panicum rigidulum</i> var. <i>pubescens</i>	Long-leaved Panic-grass		SX	G5T5?	SX
<i>Plantago cordata</i>	Heart-leaved Plantain		SE	G4	S1
<i>Poa paludigena</i>	Bog Bluegrass		WL	G3	S3
<i>Psoralea tenuiflora</i>	Few-flowered Scurf-pea		SX	G5	SX
<i>Sanguisorba canadensis</i>	Canada Burnet		SE	G5	S1
<i>Selaginella apoda</i>	Meadow Spike-moss		WL	G5	S1
<i>Silene regia</i>	Royal Catchfly		S1	G7	S2
<i>Trichostema dichotomum</i>	Forked Bluecurl		SR	G5	S2
<i>Viola pedatifida</i>	Prairie Violet		ST	G5	S2

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern;
SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
High Quality Natural Community					
Barrens - gravel	Gravel Slope Barrens		SG	G3	S1
Barrens - sand	Sand Barrens		SG	G3	S2
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Lake - lake	Lake		SG	GNR	S2
Prairie - dry-mesic	Dry-mesic Prairie		SG	G3	S2
Wetland - fen	Fen		SG	G3	S3
Wetland - marsh	Marsh		SG	GU	S4
Wetland - seep circumneutral	Circumneutral Seep		SG	GU	S1
Other Significant Feature					
Geomorphic - Nonglacial Erosional Feature - Water Fall and Cascade	Water Fall and Cascade			GNR	SNR

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

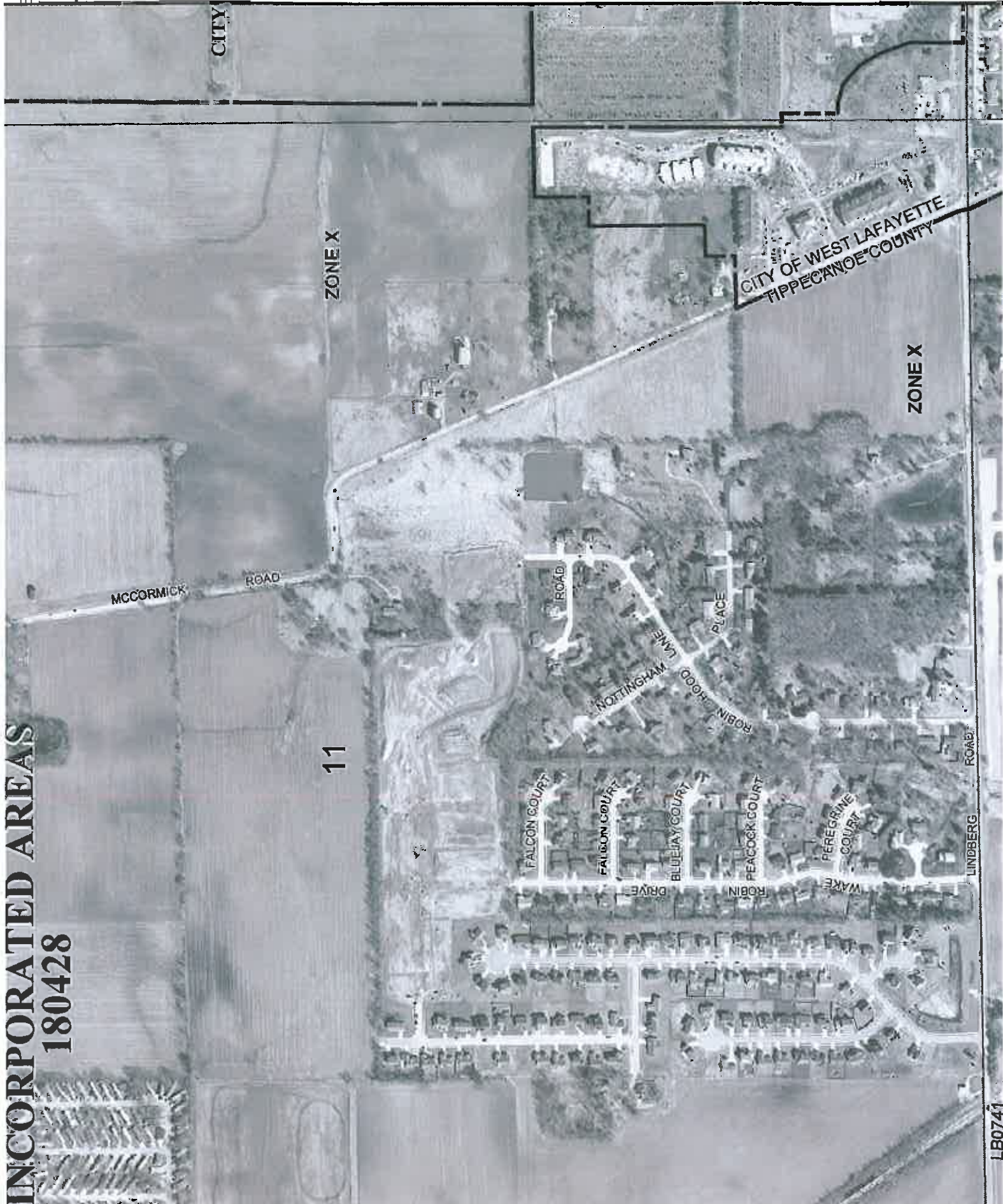
Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Attachment D

Water Resources



INCORPORATED AREAS
180428



NATIONAL FLOOD INSURANCE PROGRAM

LB0741



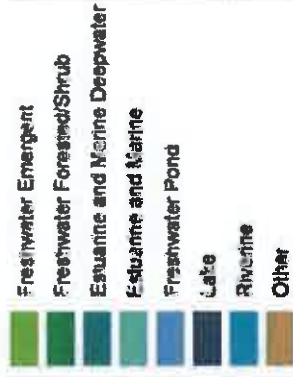
U.S. Fish and Wildlife Service

National Wetlands Inventory

LA Code 4732

Oct 25, 2013

Wetlands



This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

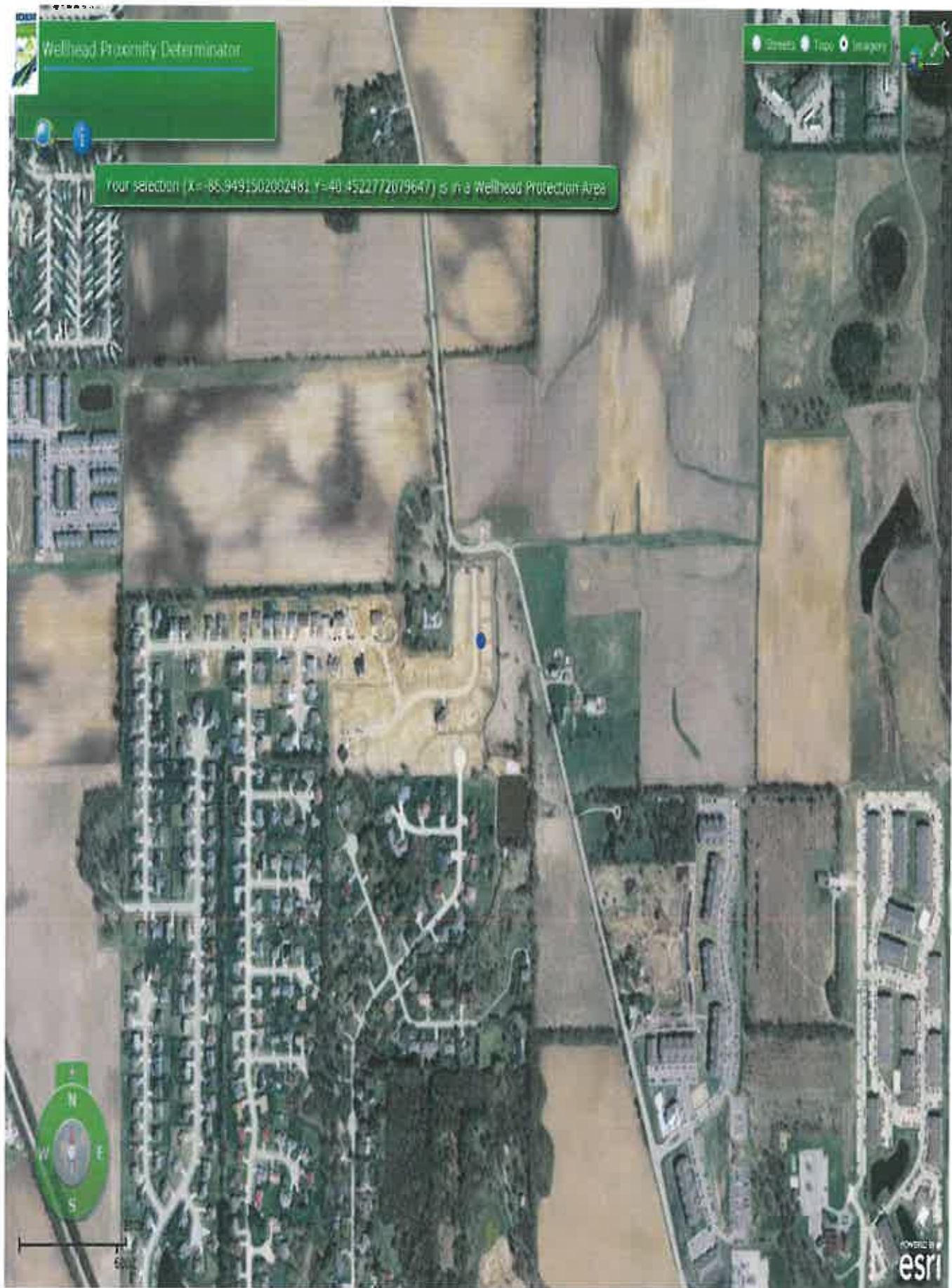
Parcels 14E, 14F and 14H

Private Wells Records Map

Indiana Dept. of Natural Resources



Copyright 2012 Indiana Dept. of Natural Resources. Fri Oct 25 2013 02:35:26 PM



Attachment E

Additional Parcel Information

EXHIBIT "A"

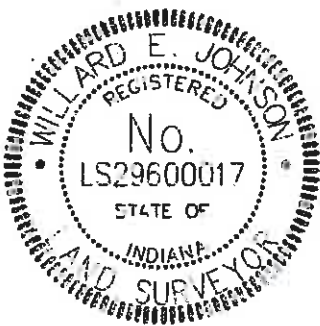
Project: 0819029
Code: 4732
Parcels: 14E, 14F, & 14H Excess Land

Lots 83, 84 and 86 in Wakerobin Estates II Subdivision, Phase 3, the plat of which is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana.

EXCEPTING therefrom the real estate described in a Warranty Deed with Partial Limitation of Access conveyed to the State of Indiana, by Instrument No. 201010001178, in the Office of the Recorder of Tippecanoe County, Indiana.

Containing, exclusive of said exception, 0.405 acres, more or less.

The real estate described above was previously acquired by the State of Indiana under Instrument No. 201010001179 as recorded in the Office of the Recorder, Tippecanoe County, Indiana. The description has been modified as shown hereon to maintain the integrity of the record documents describing said real estate at the time of the acquisition by the State of Indiana.

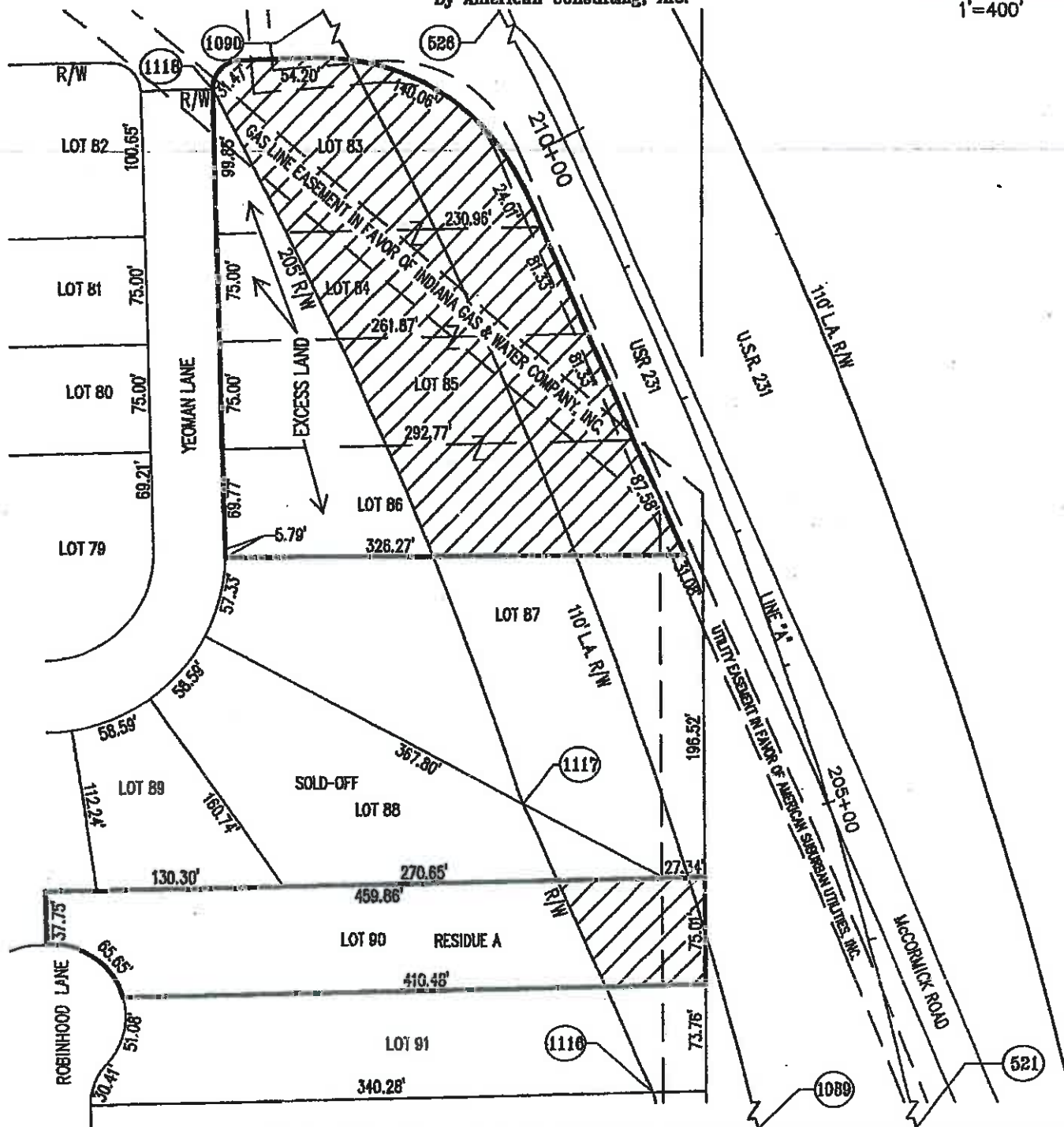


This description was prepared for the Indiana Department of Transportation by Willard E. Johnson, Indiana Registered Land Surveyor, License No. LS29600017 on the 8th day of February, 2013.


Willard E. Johnson, L.S.

This description was written from information obtained from the Recorder's office and was not checked by a field survey. It is not intended or represented to be part of an Original or Retracement Boundary Survey, a Route Survey, or a Surveyor Location Report.

Prepared For Indiana Department Of Transportation
By American Consulting, Inc.



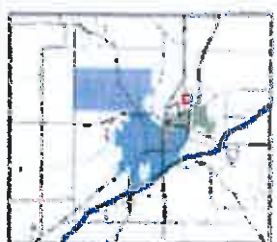
HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: TBB
CHECKED BY: JLS
DES. NO.: 0300431

REVISED BY:
JEM (03/26/2008)
DJE (06/15/2009)

PLAT CABINET 7, SLIDE 161, DATED APRIL 29, 2004
INSTRUMENT NUMBER 200909011642, DATED MAY 28, 2009
INSTRUMENT NUMBER 200909011645, DATED MAY 28, 2009
REVISED 01/15/2009 PER DESIGN CHANGES
REVISED 06/15/2009 PER T&E UPDATE

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.



Subdivisions

- Interstates, Highways, and Major Roads
- Interstate Highway
- US Highway
- State Highway
- Major Roads
- Local Roads
- Parcels

Municipalities

- Battle Ground
 Charles Hill
 Dayton
 Lafayette
 Otterbein
 Stradlerland
 West Lafayette

Municipalités

- Battle Ground
- Charles Hill
- Dayton
- Lafayette
- Ottobach
- Strandland
- West Lafayette

Notes

Enter Map Description

1:2,400

02/08/2013 10:07:51

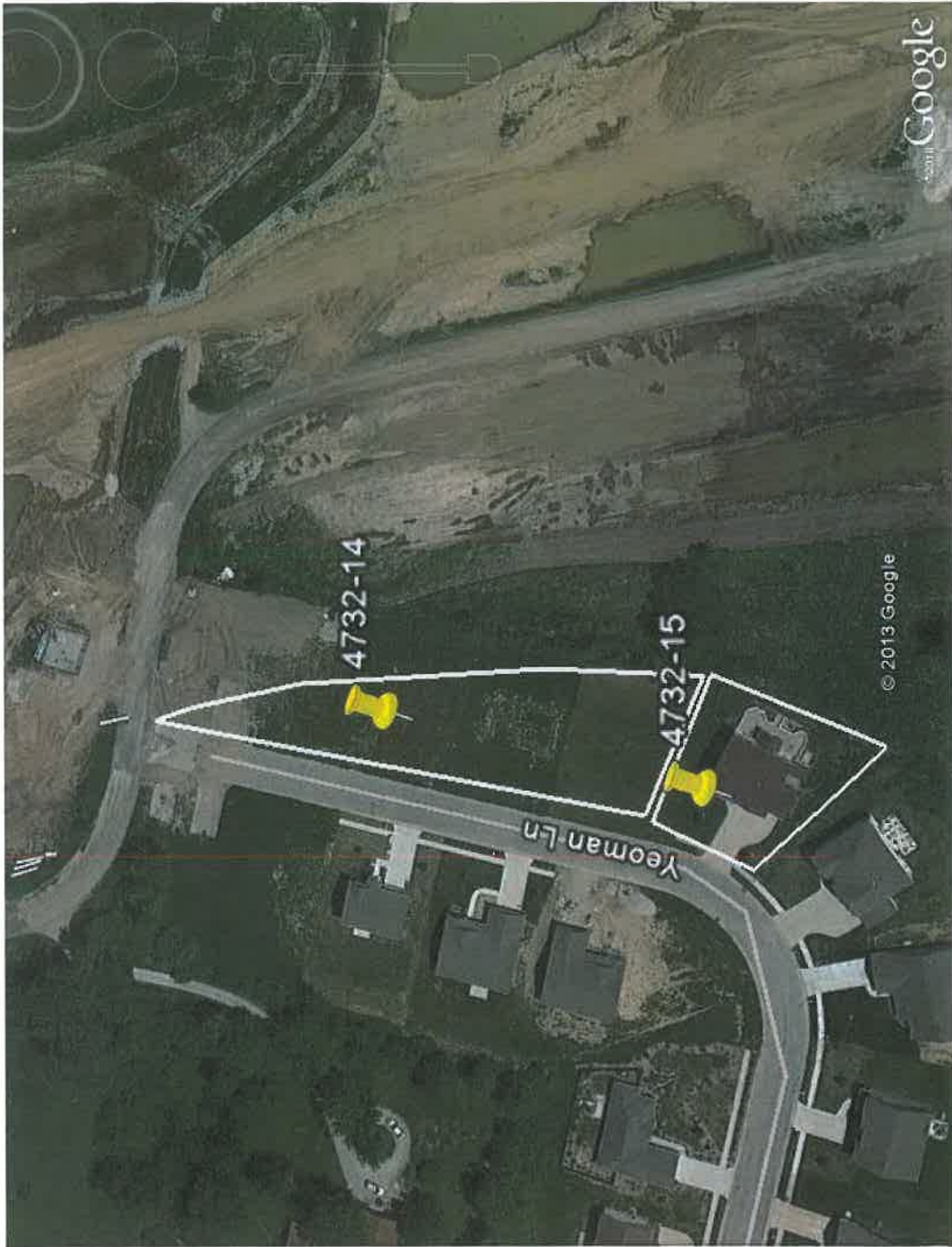


The Board of commissioners of Tippecanoe County, State of Indiana, disclaim any responsibility for the accuracy or correctness of the data, even though the data has been tested for accuracy and is being used for various Geographic Information System (GIS) activities. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED. In no event shall the Tippecanoe County Commissioners or Tippecanoe County become liable to users of the data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using the data, users further agree to indemnify, defend, and hold harmless the Tippecanoe County Commissioners and Tippecanoe County for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. THIS MAP IS NOT TO BE USED FOR NAVIGATION

4732-14

4732-15

Yeoman Ln





201010001179 8 *

201010001179

FILED FOR RECORD IN

TIPPECANOE COUNTY, IN

ONETA TOLLE, RECORDER

01/21/2010 03:01:50PM

DEED

0.00

Form WD-1
8/98**WARRANTY DEED**

79-06-11-400-016.019-023
 76-06-11-400-017.019-023
 79-06-11-400-018.019-023
 79-06-11-400-019.019-023
 79-06-11-400-023, 019-023

Project: 0812029
 Code: 4732
 Parcel: 14E 14F & 14H
 Page: 1 of 2

THIS INDENTURE WITNESSETH, That **CITATION HOMES, INC.**, the Grantor(s), of TIPPECANOE County, State of INDIANA Convey(s) and Warrant(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of TWENTY THOUSAND FOUR HUNDRED AND SEVENTY FOUR Dollars (\$20,474.00) (of which said sum \$ 20,474.00 represents land and improvements acquired and \$ 0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of TIPPECANOE, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the Indiana
 Department of Transportation
 Grantee mailing address:
 100 North Senate Avenue
 Indianapolis, IN 46204-2219
 I.C. 8-23-7-31 8-23-7-31

This Instrument Prepared By

Attorney at Law

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Name (Printed) Tracy PetersonSignature Tracy Peterson

Interests in land acquired by the Indiana
 Department of Transportation
 Grantee mailing address:
 100 North Senate Avenue
 Indianapolis, IN 46204-2219 I.C.

This Instrument Prepared By

Attorney at Law

see pg 3

ONLY ELIGIBLE FOR TAXATION
 UNDER FEDERAL ACCEPTANCE
 FOR TRANSFER.

JAN 21 2010

Jennifer Weston PA
 AUDITOR OF TIPPECANOE CO.

Project: 0812029
Code: 4732
Parcel: 14E 14F & 14H
Page: 2 of 2

The undersigned persons executing this deed represent and certify on behalf of the Grantor, CITATION HOMES, INC., BY (PRINTED NAME AND TITLE) STEVEN SCHRECKENKOST PRES. the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary that he/she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

"As an inducement for the State to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay the 2008 payable 2009 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment."

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 26TH day of AUGUST, 2009.

BY: [Signature] (Seal)
SIGNATURE

STEVEN SCHRECKENKOST
PRINTED NAME AND TITLE PRESIDENT

STATE OF INDIANA:

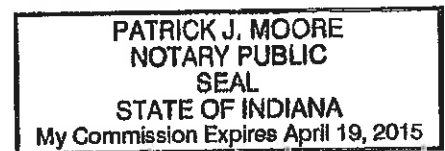
SS:

COUNTY OF TIPPECANOE:

Before me, a Notary Public in and for said State and County, personally appeared, CITATION HOMES, INC., BY (PRINTED NAME AND TITLE) STEVEN SCHRECKENKOST, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 26TH day of AUGUST, 2009.

PATRICK J. MOORE [Signature]



My Commission expires 4/19/2015.

I am a resident of HAMILTON County.

This instrument was prepared and approved as to form by the undersigned Deputy Attorney General who, under penalties of perjury, affirms that he has redacted, to the extent permitted by law, each Social Security number in this document.


RICHARD C. MELFI
DEPUTY ATTORNEY GENERAL

Richard C. Melfi, Attorney No. 23425-29
Deputy Attorney General
State of Indiana
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."


Signature: 
Printed Name: Tracy Peterson

EXHIBIT "A"

Sheet 1 of 3

Project: 0819029
Code: 4732
Parcel: 14H Excess Land
Form: WD-1
Tax ID: 134-06819-0190

A part of Lot 86 in Wakerobin Estates II Subdivision, Phase 3, a subdivision in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 11, Township 23 North, Range 5 West, the plat of which subdivision is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana, and being that part of the grantor's land lying outside the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said lot; thence along the west line of said lot Northerly 5.78 feet (5.79 feet per said subdivision plat) along an arc to the left and having a radius of 125.00 feet and subtended by a long chord having a bearing of North 0 degrees 10 minutes 46 seconds West and a length of 5.78 feet; thence North 1 degree 30 minutes 16 seconds West 69.79 feet (69.77 feet per said subdivision plat) along said west line to the northwest corner of said lot; thence North 88 degrees 55 minutes 00 seconds East 116.14 feet along the north line of said lot; thence Southeasterly 83.98 feet along an arc to the right and having a radius of 3,075.00 feet and subtended by a long chord having a bearing of South 22 degrees 59 minutes 34 seconds East and a length of 83.98 feet to the south line of said lot; thence South 89 degrees 49 minutes 50 seconds West 147.07 feet along said south line to the point of beginning and containing 10,092 square feet, more or less.

This description was prepared for the Indiana Department of Transportation by Tracy L. McGill, Indiana Registered Land Surveyor, License Number LS20500009, on the 28th day of March, 2008.

Tracy L. McGill



Revised 1/30/2009 Per Design Changes
Revised 6/15/2009 Per T&E Update

EXHIBIT "A"

Project: 0819029

Code: 4732

Parcel: 14F Excess Land

Form: WD-1

Tax ID: 134-06819-0179

Sheet 2 of 3

A part of Lot 84 in Wakerobin Estates II Subdivision, Phase 3, a subdivision in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 11, Township 23 North, Range 5 West, the plat of which subdivision is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana, and being that part of the grantor's land lying outside the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said lot; thence North 1 degree 30 minutes 16 seconds West 75.00 feet along the west line of said lot to the northwest corner of said lot; thence North 88 degrees 55 minutes 00 seconds East 49.75 feet along the north line of said lot; thence Southeasterly 82.75 feet along an arc to the right and having a radius of 3,075.00 feet and subtended by a long chord having a bearing of South 26 degrees 04 minutes 10 seconds East and a length of 82.74 feet to the south line of said lot; thence South 88 degrees 55 minutes 00 seconds West 84.15 feet along said south line to the point of beginning and containing 5,037 square feet, more or less.

This description was prepared for the Indiana Department of Transportation by Tracy L. McGill, Indiana Registered Land Surveyor, License Number LS20500009, on the 30th day of January, 2009.

Tracy L. McGill



Revised 1/30/2009 Per Design Changes
Revised 6/15/2009 Per T&E Update

EXHIBIT "A"

Project: 0819029

Code: 4732

Parcel: 14E Excess Land

Form: WD-1

Tax ID: 134-06819-0168

Sheet 3 of 3

A part of Lot 83 in Wakerobin Estates II Subdivision, Phase 3, a subdivision in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 11, Township 23 North, Range 5 West, the plat of which subdivision is recorded in Plat Book 7, page 161, in the Office of the Recorder of Tippecanoe County, Indiana, and being that part of the grantor's land lying outside the right-of-way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said lot; thence North 1 degree 30 minutes 16 seconds West 99.83 feet (99.85 feet per said subdivision plat) along the west line of said lot; thence along said west line Northerly 0.12 feet along an arc to the right and having a radius of 20.00 feet and subtended by a long chord having a bearing of North 1 degree 19 minutes 41 seconds West and a length of 0.12 feet; thence Southeasterly 111.98 feet along an arc to the right and having a radius of 3,075.00 feet and subtended by a long chord having a bearing of South 27 degrees 53 minutes 01 seconds East and a length of 111.98 feet to the south line of said lot; thence South 88 degrees 55 minutes 00 seconds West 49.75 feet along said south line to the point of beginning and containing 2,525 square feet, more or less.

This description was prepared for the Indiana Department of Transportation by Tracy L. McGill, Indiana Registered Land Surveyor, License Number LS20500009, on the 30th day of January, 2009.

Tracy L. McGill



Revised 1/30/2009 Per Design Changes
Revised 6/15/2009 Per T&E Update

EXHIBIT "B"

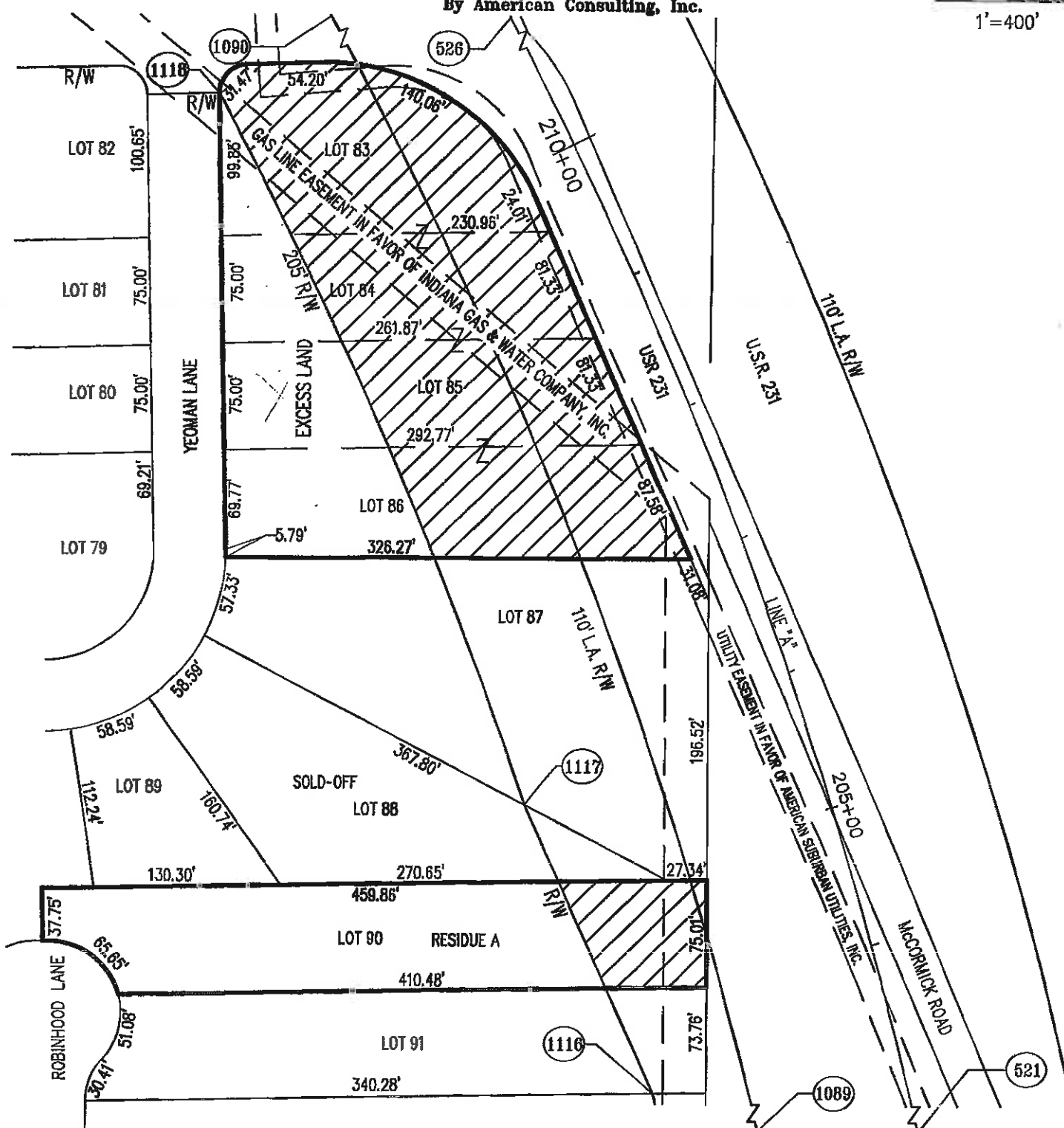
SHEET 1 OF 2

RIGHT-OF-WAY PARCEL 1 AT

Prepared For Indiana Department Of Transportation
By American Consulting, Inc.

0 200' 400'

1"=400'



HATCHED AREA IS THE APPROXIMATE TAKING

OWNER: CITATION HOMES, INC.
 PARCEL: 14
 CODE: 4732
 PROJECT: 0819029
 ROAD: USR 231
 COUNTY: TIPPECANOE
 SECTION: 11
 TOWNSHIP: 23 NORTH
 RANGE: 5 WEST

DRAWN BY: TBB
 CHECKED BY: JLS
 DES. NO.: 0300431

REVISED BY:
 JEM (03/26/2008)
 DJE (06/15/2009)

PLAT CABINET 7, SLIDE 161, DATED APRIL 29, 2004
 INSTRUMENT NUMBER 200909011642, DATED MAY 28, 2009
 INSTRUMENT NUMBER 200909011645, DATED MAY 28, 2009
 REVISED 01/15/2009 PER DESIGN CHANGES
 REVISED 06/15/2009 PER T&E UPDATE

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT
 Prepared For Indiana Department Of Transportation
 By American Consulting, Inc.

SHEET 2 OF 2

POINT REFERENCE CHART (Feet)

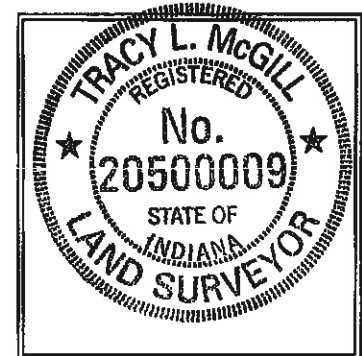
Point	North	East	Station	Offset	℄
521	See Location Control Route Survey Plat				
528					
1089	253850.5197	37802.3406	195+16.92	L.A. R/W(110') Lt.	A
1090	255479.1529	37339.1292	+PT(212+90.42)	L.A. R/W(110') Lt.	A
1116	254617.6260	37635.6267	+PL(203+36.94)	175' Lt.	A
1117	254818.9197	37543.7587	+PL(206+69.70)	205' Lt.	A
1118	255316.4805	37323.7701	+PL(211+50.75)	205' Lt.	A

Stations And Offsets Are To Control Over Both North
 And East Coordinates And Bearings And Distances.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 05011084 in the Office of the Recorder of Tippecanoe County, Indiana, incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Tracy L. McGill 06/17/2009
 Tracy L. McGill Date
 Reg. Land Surveyor No. LS20500009
 State of Indiana



OWNER: CITATION HOMES, INC.
PARCEL: 14
CODE: 4732
PROJECT: 0819029
ROAD: USR 231
COUNTY: TIPPECANOE
SECTION: 11
TOWNSHIP: 23 NORTH
RANGE: 5 WEST

DRAWN BY: TBB **REVISED BY:**
CHECKED BY: JLS JEM (03/26/2008)
DES. NO.: 0300431 DJE (06/15/2009)

REVISED 01/16/2009 PER DESIGN CHANGES
 REVISED 06/15/2009 PER T&E UPDATE

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.

STATEMENT OF THE BASIS FOR JUST COMPENSATION Code **4732**

1. This is a written statement of, and summary of the basis for, the establishment of the amount believed to be, through a valuation process, just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is not less than the approved estimate of value. In accordance with Public Law 91-646 as amended, the "Uniform Act", and as codified in Indiana at IC 8-23-17-1 through 8-23-17-35, this value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in the Acquiring Agency's records as:

Des. # 0300431 Parcel 14 Road US 231 County Tippecanoe

Owner(s) Citation Homes, Inc. c/o Mr. Steve Schreckengast

3. The area and type of interest being acquired: 85,105 sq ft fee simple right-of-way
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest is being acquired separately in whole or part, except as may be explained in Item 8 below.

4. This acquisition is (Check one):
a. ☐ A total acquisition of the real property.
b. ☒ A partial acquisition of the real property.

5. The Agency's Offer: Just compensation has been determined to be and the Acquiring Agency's offer for the purchase of this real property is as follows:

a. Total Land, Land Improvements and Buildings

\$120,774.00

b. Severance Damages (i.e.: Setback, Loss in Value to the Residues, etc)

\$47,200.00

c. Other Damages (Itemize)
Cost-To-Cure estimates:

\$0

\$0

\$0

\$0

Temporary RW

\$0

Total Damages

\$47,200.00

Total amount believed to be Just Compensation offered for this Acquisition is:

\$167,974.00

6. The amount in Item 5 above may include payment for the purchase of certain buildings and improvements and their ownership shall pass to the Acquiring Agency. These buildings and improvements are identified as follows:
None

7. The amount in Item 5 above may include payment for the purchase of certain Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc., and their ownership shall pass to the Acquiring Agency. These items are identified as follows:
None

8. Items owned by others (i.e.: lessee, tenants, etc.) included in Item 5 above are identified as follows:
None

9. Remarks: None

Acquiring Agency Approval		Consultant Reviewer	
Signature: _____	Signature: <u>Mike Ernstberger</u>	Signature: _____	Signature: _____
Name Printed: _____	Name Printed: <u>Mike Ernstberger</u>	Name Printed: _____	Name Printed: _____
Title: _____	Company: <u>INDOT</u>	Title: _____	Company: _____
Date: _____	Date: <u>July 14, 2009</u>	Title: _____	Date: _____

STP-081-9 () CON

FROM RP 205+93 TO RP 209+06

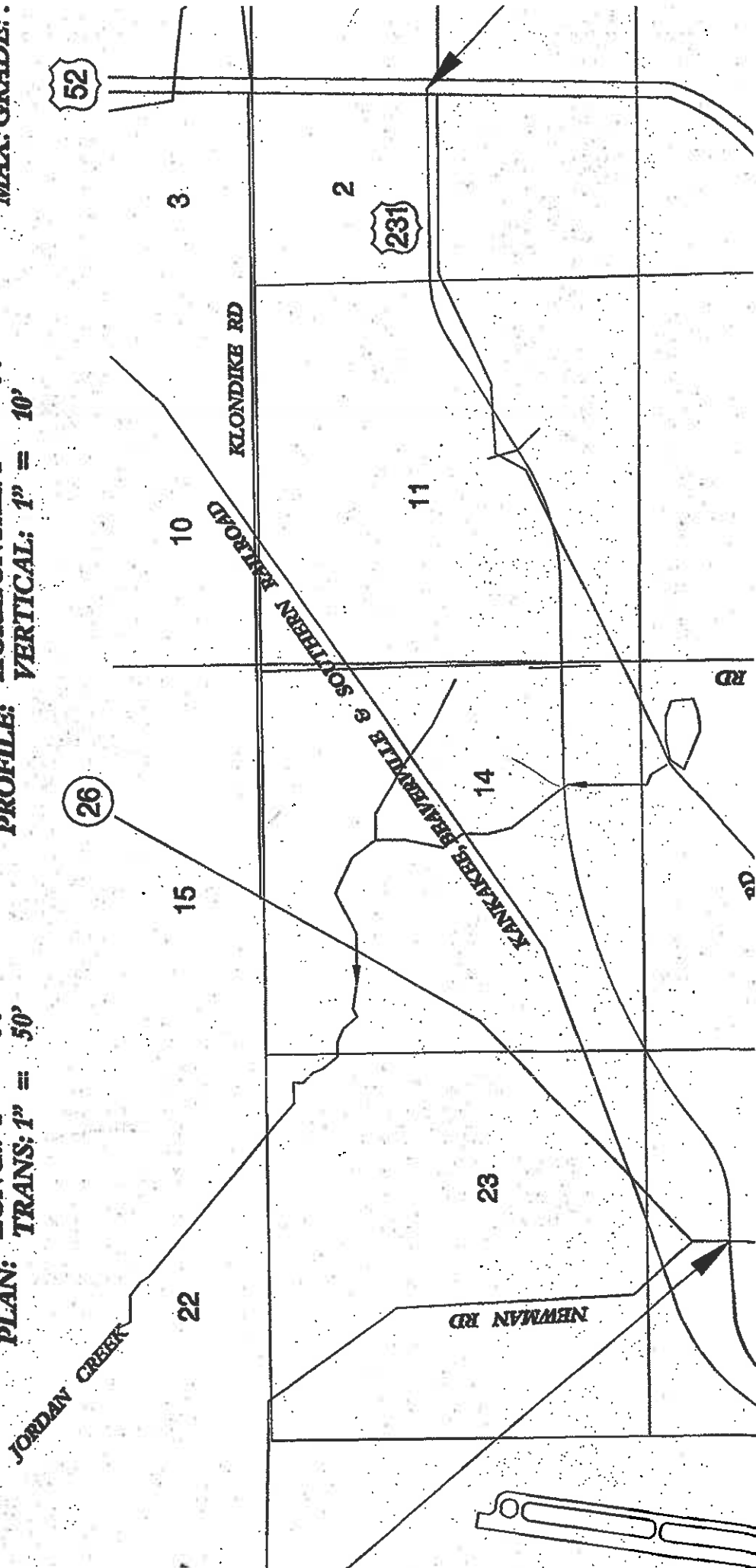
NEW ROAD CONSTRUCTION FROM S.R. 26 TO U.S. 52
LOCATED IN SECTIONS 2, 11, 13, 14, 23, 24, T23N, R5W,
WABASH TOWNSHIP, TIPPECANOE COUNTY, INDIANA

GROSS LENGTH: 3.134 mi.
NET LENGTH: 3.134 mi.

PLAN: LONG.: 1" = 50'
TRANS: 1" = 50'

PROFILE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 10'

MAX. GRADE: .



REVISION FOR DESIGN CHANGES OUTWARP R.P. BEING MADE
 CERTIFIED FOR DESIGN CHANGES (P. 100) 11. 11. 11

CODE NO. 4728

DESIGNED BY
 J. L. L. L. L.

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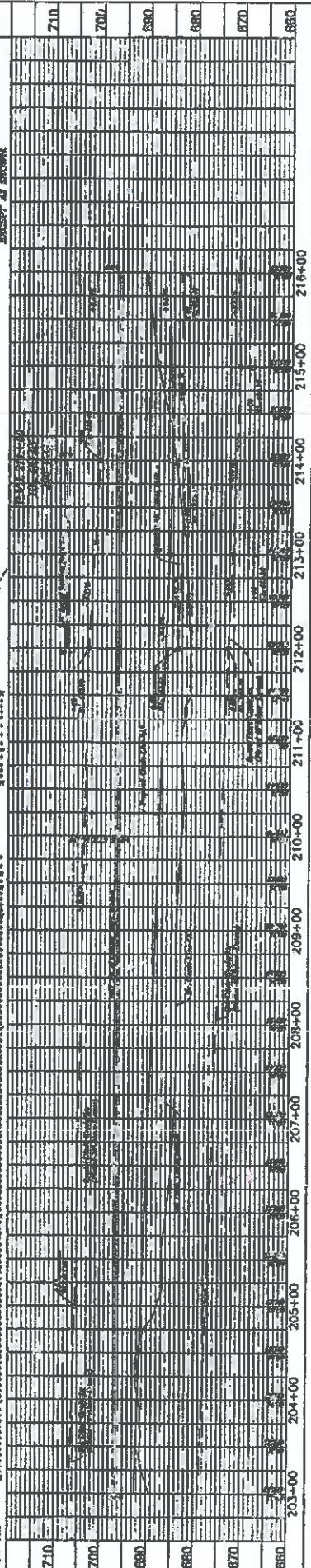
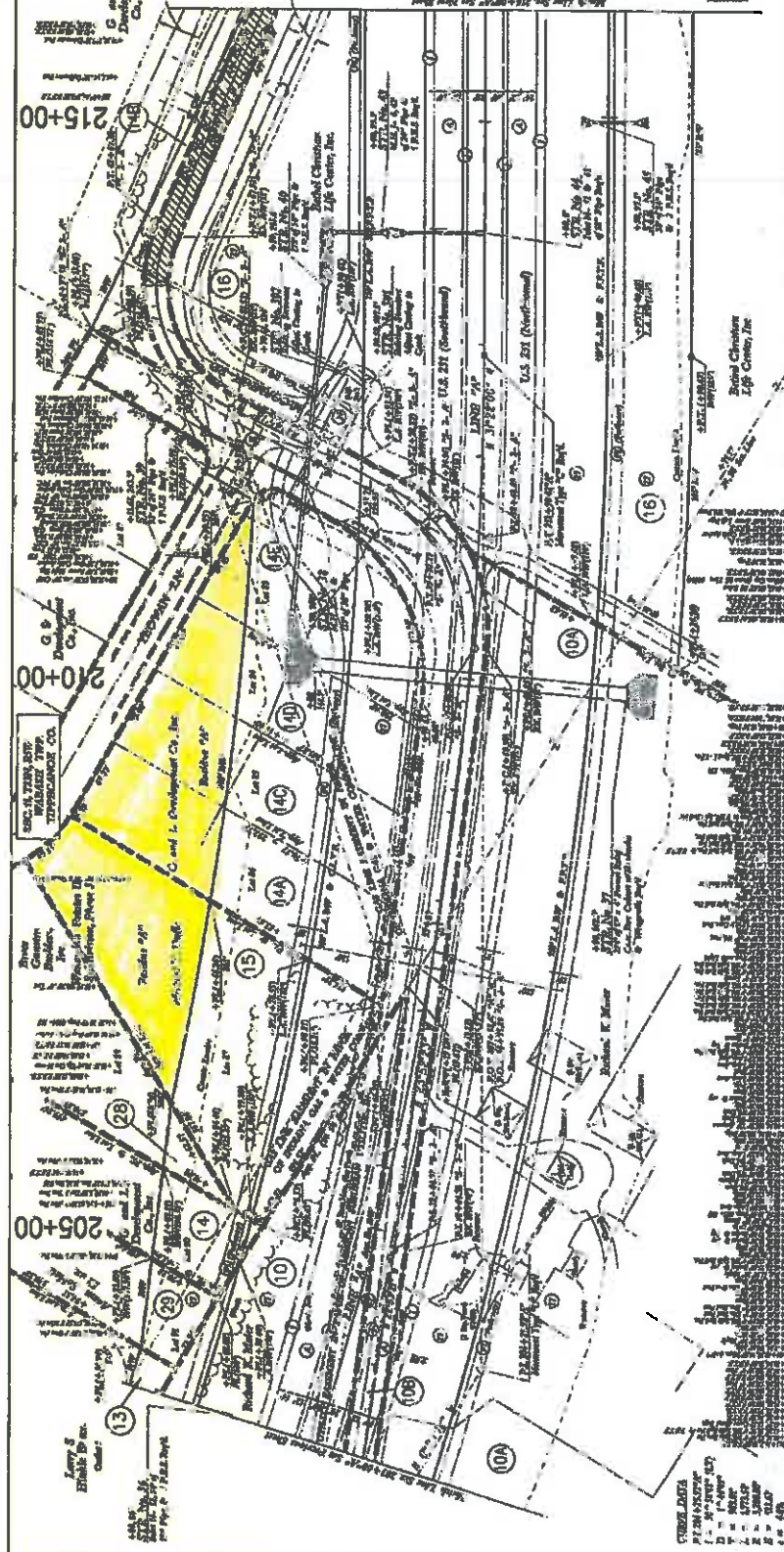
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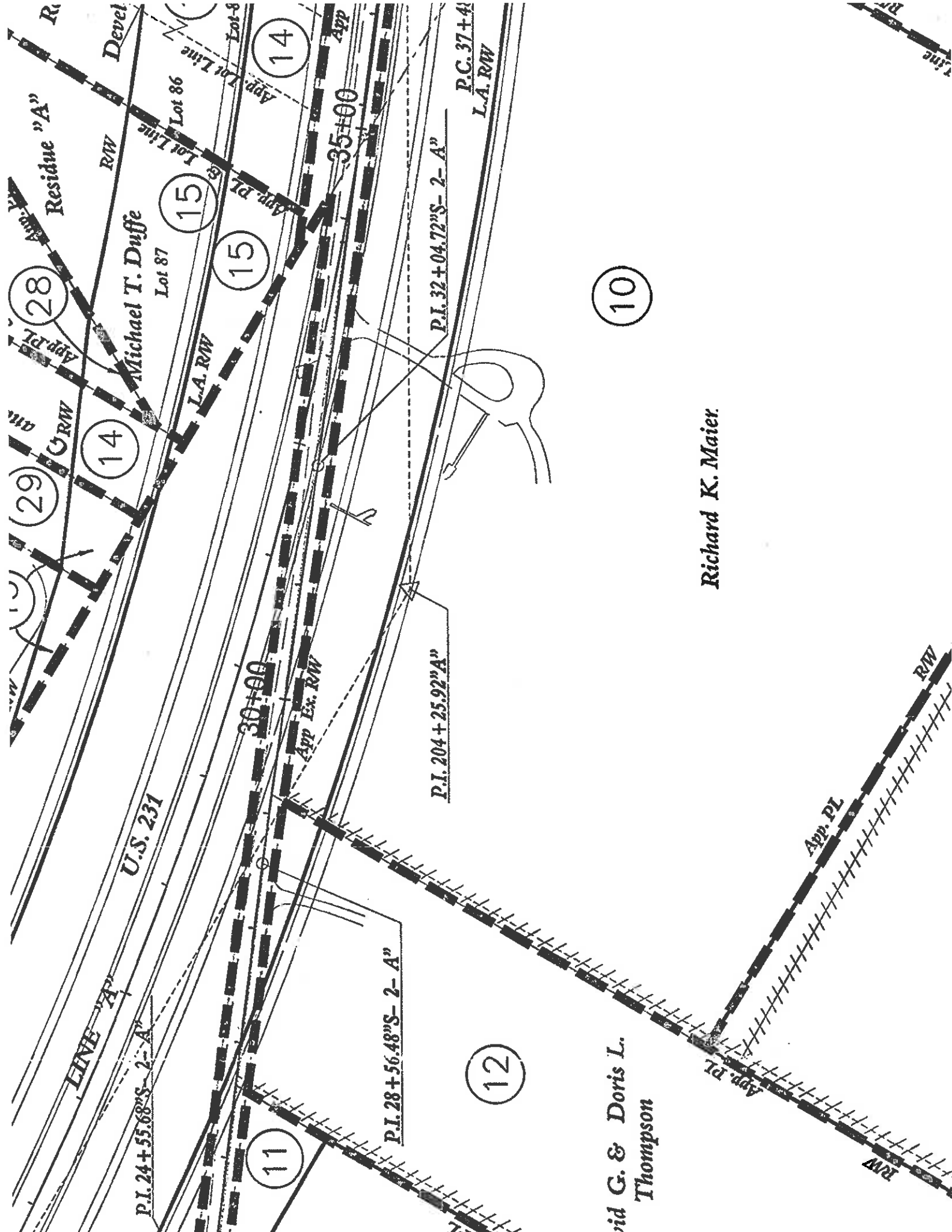


FOR LEGEND SEE SHEET NO. 3

FOR ADDITIONAL INFORMATION
 SEE HIGHWAY PROFILE SHEETS

ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

PROJECT NO. 4728 TITLE: INDIANA DEPARTMENT OF TRANSPORTATION DRAWING NO. PLAN & PROFILE SHEET NO. U.S. 251	
DATE: 11-11-11 DRAWN BY: J. L. L. L. CHECKED BY: J. L. L. L. IN CHARGE: J. L. L. L.	SCALE: 1" = 40' ELEVATION: 680' TO 710' STATIONING: 203+00 TO 215+00



vid G. & Doris L.
Thompson

Richard K. Maier.

00+00

F. Lynn Cason Jr.

P.C. 232+73.52" A"

LINE "S-2-A"

60+00

17

60+00

P.T. 56+62.80" S-2-A"

Residue "A"

P.I. 55+61.15" S-2-A"

P.C. 54+58.18" S-2-A"

55+00

18

F. Lynn J. Warble

00+00

18

App PL

App PL

U.S. 231

LINE "A"

R/W

R/W

R/W

R/W

R/W

R/W

R/W

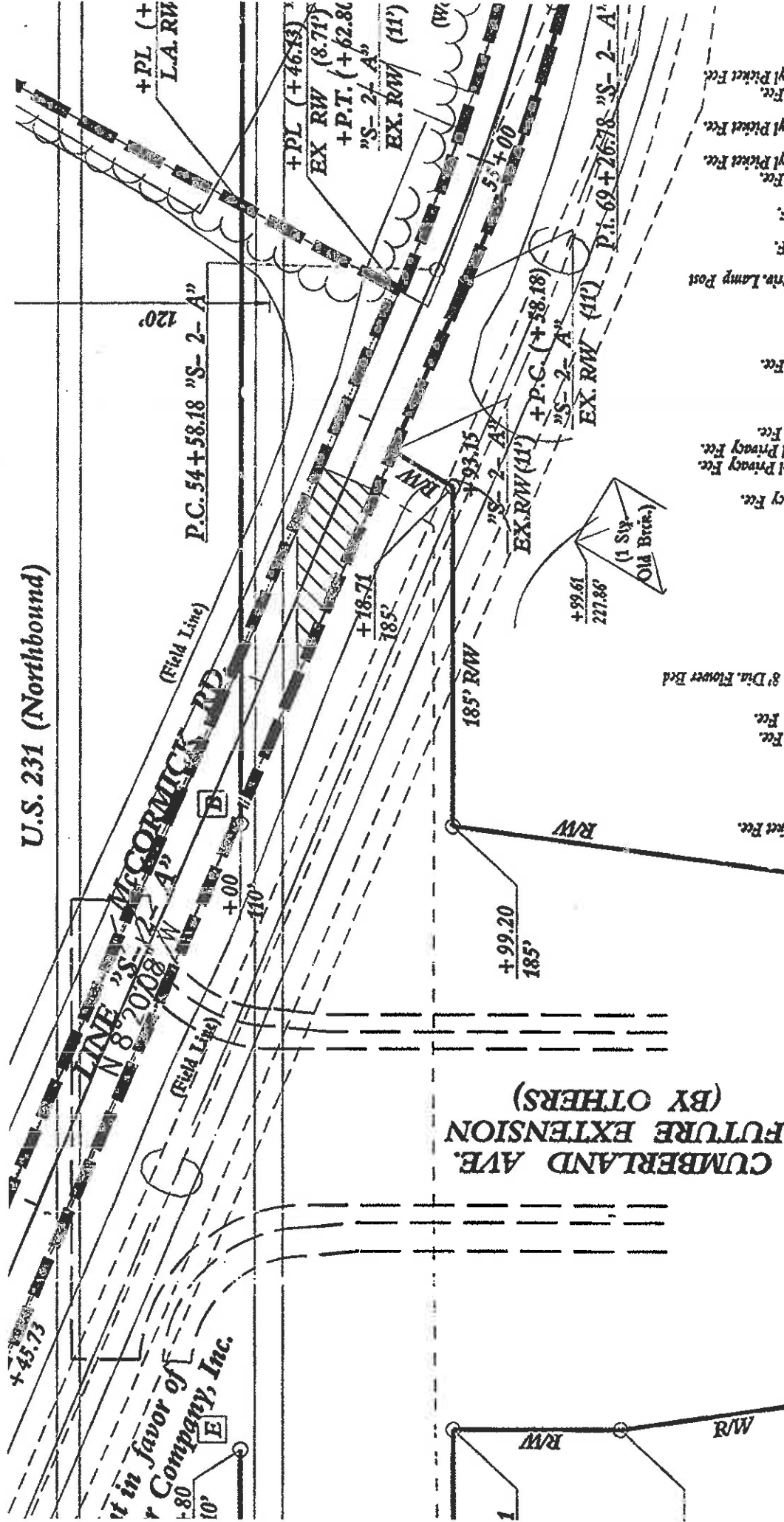
L.A. R/W

R/W

R/W

Z

U.S. 231 (Northbound)



227+01.75	65.24' 6" Vinyl Privacy Fcc.
227+07.52	63.83' Gate in 6" Vinyl Privacy Fcc.
227+12.04	62.61' Gate in 6" Vinyl Privacy Fcc.
227+17.22	77.56' Bldg.
227+21.52	73.96' Bldg.
227+21.73	90.23' 6" Wide Hedge
227+28.15	198.45' 4" Vinyl Picket Fcc.
227+29.62	87.34' C.M.
227+30.04	90.87' Bldg.
227+31.21	57.08' Bldg.
227+33.33	84.65' Bldg.
227+35.06	214.99' 4" Dia. Steel Pnp. Lamp Post
227+35.09	111.61' Wall
227+37.05	36.63' Gate in F.R.T.F.
227+39.61	202.11' 30" Maple
227+41.81	38.79' Gate in F.R.T.F.
227+44.12	99.32' Bldg.
227+45.74	194.48' 4" Vinyl Picket Fcc.
227+46.82	190.38' Gate in 4" Vinyl Picket Fcc.
227+48.2	104.50' 6" Wide Hedge
227+48.28	184.72' 4" Vinyl Picket Fcc.
227+50.28	185.00' Gate in 4" Vinyl Picket Fcc.
227+50.52	102.41' Bush
227+51.8	22.11' Swimming Pool
227+52.88	99.52' Bldg.
227+54.91	49.02' R/W

223+99.61	227.86' Bldg.
224+22.3	241.49' Bldg.
225+15.23	95.53' F.R.T.F.
226+42.62	49.07' F.R.T.F.
226+68.75	124.54' F.R.T.F.
226+87.39	134.57' Gate
226+34.56	181.82' 4" Vinyl Picket Fcc.
226+34.73	193.47' 30" Maple
226+40.68	163.97' F.R.T.F.
226+63.28	43.14' F.R.T.F.
226+63.75	182.09' C.V. Shutoff
226+76.58	189.38' 4" Vinyl Picket Fcc.
226+80.57	53.32' 6" Vinyl Privacy Fcc.
226+80.94	52.70' F.R.T.F.
226+82.67	205.96' 30" Stump in 8" Dia. Flower Bed
226+90.43	194.91' 18" Maple

Sid. Ditch Grade, Li

+60

+6 EL

Richard K. Maier

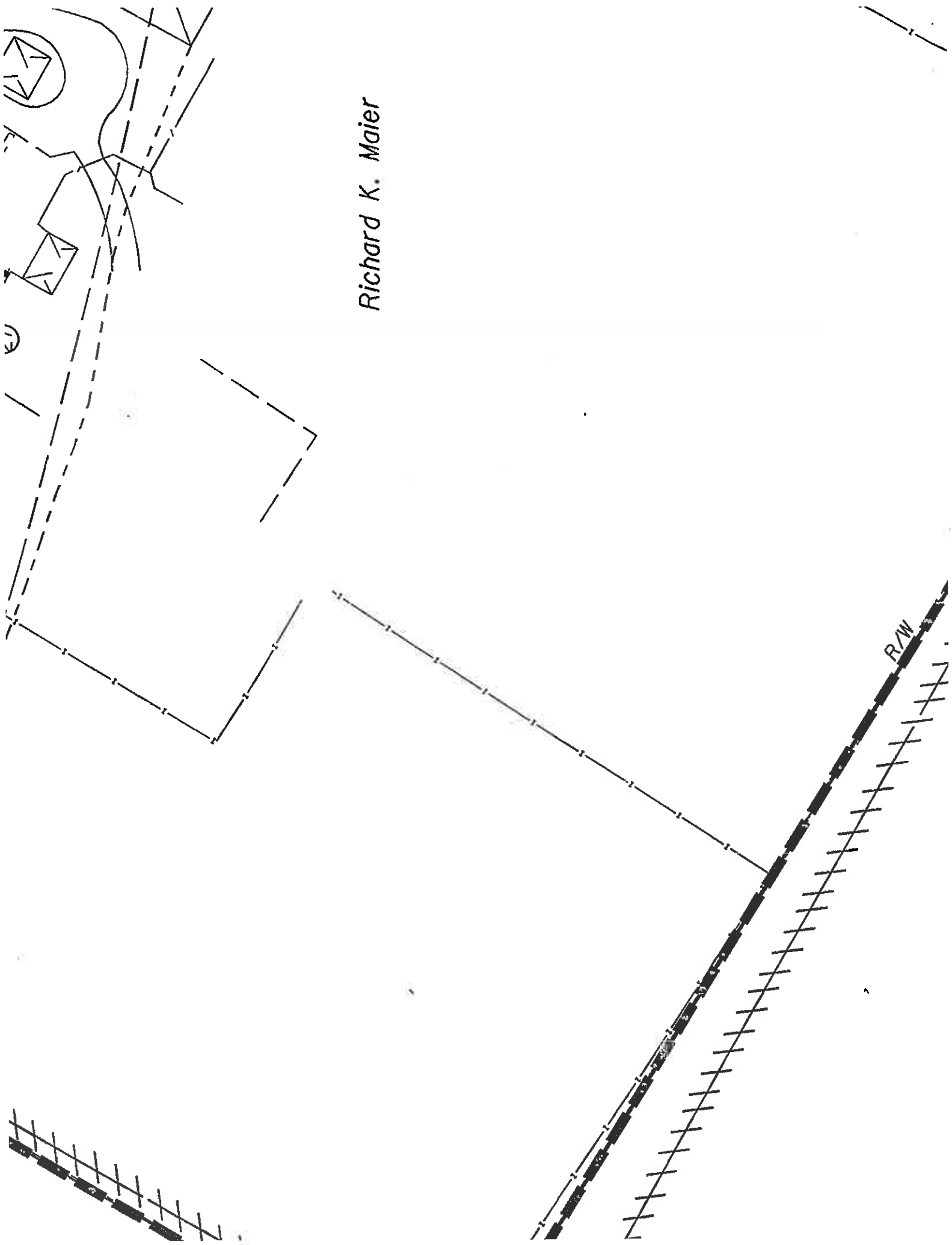


EXHIBIT D

Hold Harmless Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

Comes now the Affiant(s), _____, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____, 20__.

Affiant's printed name

Affiant's signature

State of Indiana)
) SS:
County of _____)

Subscribed and sworn to before me a Notary Public this _____ day of _____, 20__.

Notary Public

A Resident of _____ County Indiana
My Commission expires: _____